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Contract—Conditions Precedent.—*Stevens et al. v. Ambler*, 23 S. W. Rep. (Fla.) 10. Defendant contracted to pay plaintiff \$5,000 provided it would extend its railroad to Section 35. *Held*, that the fact that the railroad extended its line to within 500 feet of said section did not constitute a fulfillment of the condition precedent. Such contracts must be strictly complied with, *Martin v. Railroad*, 9 Fla. 370. The meaning of the word "to" is not satisfied unless the point or object be actually attained. *Moran v. Lezotte*, 54 Mich. 83, 19 N. W. Rep. 757.

Contracts—Construction—Provisions—Validity—Personal Liberty.—*Dittrich v. Gobey*, 51 Pac. Rep. (Col.) 962. Defendant, formerly the husband of plaintiff, contracted with the latter to restore their daughter to her upon her becoming 18 years old, under penalty of \$1,000 as liquidated damages. The child, upon reaching the age of 18, refused to go with her mother (having reached the age of majority) and her father refused to compel her. Plaintiff sued for damages. *Held*, the child having reached her majority, her personal liberty could not be restrained and that there was not sufficient ground for the view that the contract was alternative, allowing the father to either restore the child or pay \$1,000.

Receiver—Breach of Contract.—*Levy v. Tatum*, 43 S. W. Rep. (Tex.) 940. A woman, owning land through which a railroad company had built its road without condemnation, deeded to the company the ground for its right of way and also for a depot, on conditions that the railway company bind itself and assigns forever to maintain a depot in that place as long as the railway remained in operation. *Held*, that there was a cause of action against the receiver of said road for discontinuance of said depot, notwithstanding he had been so ordered by the court.

Divorce—Grounds—Cruelty.—*Duberstein v. Duberstein*, 49 N. E. Rep. (Ill.) 316. *Held*, in an action by a husband for divorce from his wife, that the use of violent and abusive language or threats, constitutes of itself no sufficient ground for divorce. But see, as to sustaining a decree for separation in favor of the wife on such grounds, *Fitzpatrick v. Fitzpatrick*, 47 N. Y. Supp. 737, YALE LAW JOURNAL, Vol. VII, No. 4, p. 189.

Broker—Commission—Defects of Title.—*Berg v. San Antonio St. R'y Co.*, 43 S. W. Rep. (Tex.) 929. Plaintiff, a broker, was employed to sell bonds for defendant, who, he supposed, had a good title. In negotiating the sale he signed a contract with the purchaser, providing that the title should be satisfactory. *Held*, that the fact that the broker signed the above contract was not a recognition of a defect in his principal's title which would prevent a recovery of his commission, where the sale fell through because of such defect.

EVIDENCE.

Contract—Construction—Parol Evidence—First Nat. Bank of Hailey & Beers, 51 Pac. Rep. (Idaho) 777. Mortgagors signed a contract by which they agreed to turn over the mortgaged property to the mortgagees, on condition that the latter apply all rents and profits in leasing it to the actual expenses, taxes, insurance and interest and principal of the mortgage note. The mortgagees, at the same time, signed a similar agreement, save that no mention was made of insurance. The mortgagees failing to insure, and the property